

2002 STATEWIDE ANNUAL OPERATING PLAN

State Of Montana

Department Of Natural Resources And Conservation (MDNRC)

And

United States Department Of Agriculture

Forest Service (FS)

Northern Region

And

United States Department Of Interior

Bureau Of Land Management (BLM)--Montana

National Park Service (NPS)--Intermountain Region

Bureau Of Indian Affairs (BIA) – Northwest And Rocky Mountain Regions

And

Fish And Wildlife Service (FWS)—Mountain-Prairie Region

This document serves as the Statewide Annual Operating Plan as provided for in the Cooperative Fire Management Agreement between the State of Montana, Department of Natural Resources and Conservation; the United States, Department of Agriculture, Forest Service, Northern Region; and the United States, Department of Interior, Bureau of Land Management - Montana, National Park Service - Intermountain Region, Bureau of Indian Affairs - Northwest and Rocky Mountain Regions, and Fish and Wildlife Service - Mountain-Prairie Region, dated March 1998.

Per Clause 9 of the Agreement, annual operating plans will be developed at the local and statewide levels and become part of the “Cooperative Fire Management Agreement” (CFMA). This operating plan is the working document for the purpose of implementing the Cooperative Fire Management Agreement. This Plan incorporates the approved Northern Rockies Mobilization Guide (Clause 8 CFMA). Agencies will coordinate wildland fire activities and resource movements as agreed to and documented in the respective Mobilization Guides. This plan establishes a formal fire protection exchange between the Montana Department of Natural Resources and Conservation and the Fish and Wildlife Service; and the Bureau of Land Management, Forest Service, and Montana Department of Natural Resources and Conservation. This plan adds new operational procedures and requirements necessary for federal agencies to implement the Federal Wildland Fire Policy. This plan does not replace current local fire protection exchange agreements or operating plans.

This Plan documents agreement to details regarding:

A. Definitions,

- B. Working relationships,
- C. Description and details within Protection Area,
- D. Exchange of wildland fire protection,
- E. Operating procedures,
- F. Exchange of funds, and
- G. Non-suppression activities.

A. DEFINITIONS AND DESCRIPTIONS

Structure Protection - Defined as actions to protect the structure from the threat of damage from an advancing wildland fire. It involves the use of fire control lines (constructed or natural) and the extinguishments of spot fires near or on the structure.

Structure Fire Suppression - Interior or exterior actions taken to suppress and extinguish a burning structure or improvements associated with standard structure fire protection, equipment, and training.

Prescribed Fire - Any fire ignited by management actions to meet specific objectives. A written approved prescribed fire plan must exist, and for federal agencies NEPA requirements must be met, prior to ignition.

Wildland Fire Use (for Resource Benefits) - A naturally ignited wildland fire that can be designated by a federal agency to be managed to achieve specific land and resource management objectives. Under the Federal Wildland Fire Policy these types of fires and the decision to implement require approved land use plans, NEPA compliance to include public participation, a well defined set of prescriptions and parameters, and a monitoring/decision process. Wildland Fire Use is not utilized as a type of fire by the State.

Wildland Fire Situation Analysis (WFSA) – A decision making process that evaluates alternative management strategies against selected safety, environmental, social, economical, political, and resource management objectives as selection criteria. A WFSA will be completed for all fires, which escape initial suppression action, and exceeds local capability. This process replaces the Escaped Fire Situation Analysis (EFSA).

B. WORKING RELATIONSHIPS

The following is a list of the Agency Units that are participating in this agreement:

State of Montana

Department of Natural Resources and Conservation

Central Area

Northwestern Area

Eastern Area

Southern Area

Northeastern Area

Southwestern Area

United States Department of Agriculture

Forest Service – Northern Region

Beaverhead/Deerlodge NF

Flathead NF

Kootenai NF

Bitterroot NF
Custer NF

Gallatin NF
Helena NF

Lewis and Clark NF
Lolo NF

United States Department of Interior

Bureau of Land Management--Montana
Western Zone (Butte District)
Central Zone (Lewistown District)

Eastern Zone (Miles City District)

National Park Service--Intermountain Region

Big Hole NB
Glacier National Park
Little Bighorn Battlefield NM
Yellowstone National Park

Bighorn Canyon NRA
Grant-Kohrs Ranch NHS
Nez Perce National Historical Park

Bureau of Indian Affairs

Northwest Region
Flathead Reservation

Rocky Mountain Region

Blackfeet Reservation
Ft. Peck Reservation
Northern Cheyenne Reservation

Crow Reservation
Rocky Boys Reservation
Ft. Belknap Reservation

Fish and Wildlife Service—Mountain-Prairie Region

Benton Lake NWR and WMD
Lee Metcalf NWR
Medicine Lake NWR and WMD
Northwest Montana WMD
Lost Trail NWR

Bowdoin NWR and WMD
Charles M. Russell NWR and WMD
National Bison Range
Red Rock Lakes NWR

C. PROTECTION AREAS (Clause 13 CFMA)

The Protection Areas for each of the above units are depicted in Appendix I. All parties agree that the protection exchanges described herein are balanced for calendar year 2002.

Maps and databases that depict wildland protection unit boundaries, lands that have been exchanged for protection purposes and areas that have existing structural fire suppression protection are compiled and maintained by the State. Reciprocal initial attack zones and Special Management Areas will be documented in the zone local annual operating plans. Initial attack, mutual aid, or assistance for hire among Federal, State and local government entities should be described in local operating plans or in local agreements between federal agencies and local entities which are approved by the State.

Some of the BLM land located in Western Montana and exchanged for protection with the Forest Service is actually protected by the State to balance protection exchanges between those two

agencies. This plan acknowledges and approves these secondary exchanges and provides BLM stipulations (as needed) for such trades. These secondary exchanges are documented in block exchanges between the Forest Service and State and maintained in local offices of these agencies.

Acreage previously protected by BLM for the State within the boundary of the C.M. Russell National Wildlife Refuge has been changed to Fish and Wildlife Service protection in exchange for the State providing wildland fire protection on refuges in Western Montana. This includes: Swan River National Wildlife Refuge, Flathead Waterfowl Production Area, Blasdel Waterfowl Production Area, Batavia Waterfowl Production Area, Smith Lake Waterfowl Production Area, Lost Trail National Wildlife Refuge, Lee Metcalf National Wildlife Refuge, McGregor Meadows Waterfowl Production Area, Powell County Waterfowl Production Area, Kleinschmidt Waterfowl Production Area, and Blackfoot Waterfowl Production Area.

The fee basis (affidavit) lands protected by the BLM for the State will continue under BLM protection as an offset for BLM lands to be protected by the State in the Phillipsburg area. There will be no exchange of funds.

Local Fire Service Organizations (Clause 10 CFMA)

The protecting agency has the primary responsibility to negotiate with local fire services and to develop agreements that clearly establish responsibilities for protection of wildlands and structures within their protection boundaries. Agreements will follow the NRCG Mobilization Guides and Interagency Incident Business Management Handbook. The State will work with local fire departments to map local departments jurisdictional areas.

Local fire departments that are not covered under a state or county cooperative agreement, cannot be a signator to a local operating plan as provided for in this agreement. Individual agreements with these entities can be made between any federal agency and a local fire department.

D. OPERATING PROCEDURES

1. Operating Plans (Clause 9 CFMA)

Annual zone operating plans will be developed, updated, and approved annually by May 1. The local agency administrators have the responsibility to ensure these plans are updated annually. These operating plans will be made an appendix to the Statewide Annual Operating Plan. Copies should be sent to MT DNRC who will maintain the information.

A. Conflicting Wording (Clause 66 CFMA)

Should any conflicts exist between this Statewide Annual Operating Plan (SAOP) and the Cooperative Fire Management Agreement (CFMA), the SAOP shall take precedence.

Any conflicts which exist between local agreements and either the SAOP or CFMA, the SAOP or CFMA shall take precedence, whichever is appropriate.

2. Dispatch Centers (Clause 66 CFMA)

Agencies will cooperate to use interagency dispatch centers wherever feasible. Each center will develop their own operating and financial plan. This should include an equitable distribution of all operating costs including overtime for regular dispatch center employees. Current interagency dispatch centers are:

Billings Dispatch (BLM/FS/BIA)	Bozeman Interagency (FS/NPS)
Dillon Interagency (FS/State/BLM)	Flathead Interagency (FS/State/NPS)
Great Falls Interagency (FS/BIA)	Helena Interagency (FS/State)
Lewistown (BLM/FWS)	Miles City (BLM/State)
Missoula Dispatch (FS/State)	Plains Interagency (FS/State)
Southwest MT Coordination Center (State/FS)	
Northern Rockies Coordination Center (FS/State/NPS/BLM/BIA/FWS)	

All overtime will be covered by the employing agency. These are not reimbursable costs, unless assigned to a specific incident on a resource order. State employment regulations do not allow for exempt state employees to be paid overtime for prescribed fire.

3. Northwest Compact Ordering Procedures and Payments

The Northwest Compact is an agreement between three wildfire agencies in western Canada (Yukon, British Columbia and Alberta) and five wildfire agencies in the northwestern United States (Alaska, Washington, Oregon, Idaho and Montana).

The compact is an operational agreement to provide greater flexibility in the exchange of firefighting resources and information, between the eight member agencies, outside established mobilization agreements. The State of MT will be the lead agency for ordering resources under the Northwest Compact. All resources will be ordered through the northern Rockies Coordination Center.

Payments for resources ordered under the Northwest Compact will be the responsibility of the State of MT. Federal agencies will reimburse the State of MT for any resources ordered under the Northwest Compact and used on federal fires. All orders will be documented on a resource order.

4. Agreed-to Billing Amounts (Rates) and Procedures (Clauses 45-54 CFMA)

The Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, and Fish and Wildlife Service will not bill each other for suppression costs. Cost Share Agreements for certain suppression reimbursables e.g. a supporting agency providing resources to a protecting agency are allowed from a state/federal perspective. Personnel with expertise in fiscal or agreement management shall be used to assist in the negotiation of any cost share agreement.

Pre-suppression, fair sharing for interagency dispatch centers, prevention, and other specific fire management costs will be billed in accordance with local operating plans, or local project and

financial plans (see Appendix II). Billing for prescribed fire assistance between federal agencies will follow the guidance set in the Amendment No. 1, Interagency Agreement for Fire Management as signed by the Federal Agency Administrators on 4/99.

A. Exchange of funds

Appropriate bills will be sent to the following agency addresses:

BLM

Bureau of Land Management
1299 Rintop Drive
Billings, MT 59105-1977

MDNRC

Montana Department of Natural Resources Conservation
Bureau of Fire Management
2705 Spurgin Road
Missoula, MT 59804

National Park Service

Intermountain Region
12795 W. Alameda Park
Denver, CO 80225

Bureau of Indian Affairs

Northwest Region
911 NE 11th Ave
Portland, OR 97232

Rocky Mountain Region

316 North 26th Street
Billings, MT 59101

Fish and Wildlife Service

Zone Fire Management Officer
5765 West Broadway
Missoula, MT 59808

All bills from the State for presuppression costs will be sent to the appropriate local Federal Office. All bills for suppression costs will be sent to:

Forest Service

4. Wildland Fire Situation Analysis (WFSA) Policy and Procedures (Clause 30 CFMA)

The jurisdictional agency administrator or delegated agency representative shall participate in the development of the WFSA for affected agency lands and be signatory to the document and any follow-on WFSAs. The Jurisdictional Agency should also be included in the development of the Delegation of Authority. Responsibility for strategy and tactical implementation shall rest with the Incident Commander. Since these are decision making processes, Protecting Agencies will involve the appropriate Agency Administrator from the Jurisdictional Agency in the preparation of the WFSA and Delegation of Authority and both will sign.

For state and private lands within County protection, the County will be the jurisdictional agency. For state and private lands not protected by the County, the State will be the jurisdictional agency. It is the responsibility of the State or County, if possible, to incorporate the non-federal landowners concerns into the WFSA process.

5. Special Management Considerations (Clause 29 CFMA)

All fire suppression action will be consistent with the Jurisdictional Agency's fire suppression policy. All suppression costs will be absorbed by the protecting agency. Known special land management considerations will be documented in local annual operating plans.

6. Agency Representatives and Environmental Technical Specialist (Clause 29 CFMA)

Unless directly ordered by an incident, the jurisdictional agency may at its discretion send an agency representative or appropriate environmental technical specialist to the incident to advise and communicate agency issues and desires to the Incident Commander. The cost of these individuals shall be paid by the jurisdictional agency. Agency representatives must be fully delegated to make decision on behalf of the jurisdictional agency administrator.

An agency representative may also be dispatched by a supporting agency to an incident managed by another fire protection agency. These costs will be paid by the sending agency, unless directly ordered by the incident.

7. Repair of Suppression Damage (Clause 29 CFMA)

All suppression damages to improvements caused by actions related to fire suppression (i.e. fences, roads, water systems, camps, helispots/bases, etc.), and natural land features (i.e. constructed fire line, safety zones, dozer piles, etc.) shall be completed and paid for by the protecting agency. The jurisdictional agency shall be involved early in this process to assure all concerns and issues are identified and mitigated in a timely manner.

8. Rehabilitation (Clause 29 CFMA)

Rehabilitation of land/natural resources damaged by wildland fire is the responsibility of the

jurisdictional agency unless other written agreement is reached. The protecting agency will include the participation of the Rehab Team during on-going suppression operations to the extent such inclusion is safe and feasible. Rehab Teams are ordered and paid for by the jurisdictional agency.

9. Severity (Clause 25 CFMA)

Upon agreement by both the jurisdictional and protecting agency, severity resources from the jurisdictional agency can augment the protecting agency resources.

10. Agency Reviews

Nothing shall preclude an agency administrator from either the protecting agency or the jurisdictional agency to arrange for a visit or send appropriate staff to an incident at any time. When this happens they will notify the other agency. An agency administrator can request a review of a wildland fire during or as a follow-up to the conclusion of an incident. This should be jointly conducted between the jurisdictional and protecting agencies.

E. NON-SUPPRESSION ACTIVITIES

The jurisdictional agency may utilize its own personnel and equipment to conduct fuels management, prescribed burns or other related pre-suppression types of tasks e.g. prevention patrols. All activities will be coordinated with the protecting agency.

1. Prescribed Fire (Clause 22 CFMA)

Prescribed fire operations will be addressed in the local operating plans, or project and financial plans, or if requested on a detail documented on a resource order.

For Federal Agencies, billing for prescribed fire assistance will follow the guidance set in the Amendment No.1, Interagency Agreement for Fire Management fire management as signed by the Federal Agency Administrators on 4/99.

2. Wildland Fire Use (Clause 22 CFMA)

Wildland Fire Use for resource objectives replaces the terminology for prescribed natural ignitions (PNF) as stated in Clause 22 of the Agreement.

For lands under federal jurisdiction that have an approved Wildland Fire Use (WFU) Plan in place under the protection of another agency, should the delay in initial attack due to the WFU decision process result in higher suppression costs than the protection agency would have experienced with a rapid initial attack, the federal agency with jurisdiction will assume the financial responsibility for the incident. When the initial 2-hour decision indicates there is potential to manage as a WFU incident, the jurisdictional agency will assume all further responsibility for the management of the incident, even if it should later be declared a wildfire.

3. Smoke Management/Air Quality (Clause 22 CFMA)

Agencies will work together to minimize or prevent smoke impacts to communities while using fire to accomplish land management objectives or reduce fuel hazards. Agencies in MT are members of the MT/ID State Airshed Group. As such, they are to abide by the policies, procedures and financial obligations outlined in the Airshed Group's Operating Guide and annual financial plan.

F. APPENDICES

Appendix I -- Exchange of Protection Areas

Appendix II -- Project and Financial Plan

G. SIGNATURES

Tom Boatner
State FMO
BLM, Montana

Date

Tim Murphy
Chief, Bureau of Fire Management
MDNRC

Date

Bryan Swift
Regional Fire Management Officer
NPS, Intermountain Region

Date

Rodd Richardson
Director, Fire, Aviation, and Air
USFS, Northern Region

Date

Cory Winnie
Protection Forester
BIA, Northwest Region

Date

Tom Corbin
Regional Fire Management Officer
BIA, Rocky Mountain Region

Date

Phil Street
Regional Fire Management Coordinator
FWS, Mountain-Prairie Region

Date

APPENDIX I

EXCHANGE OF PROTECTION AREAS

Due to the large volume of data, the most current information and complete listing of protected lands by protecting agency are on file at Montana Department of Natural Resources and Conservation. The information will be updated as changes occur, e.g. land exchanges, protection exchanges.

APPENDIX II

PROJECT AND FINANCIAL PLAN

**SUPPLEMENTAL NUMBER _____ TO
COOPERATIVE FIRE PROTECTION AGREEMENT
NUMBER _____**

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

Brief description, where located NEPA Status (if required), design/specifications status, and the Federal authority under which the request is made, i.e. Cooperative Funds and Deposits Act, Granger-Thye Act, etc.*

II. SCOPE AND DURATION

The objective of this project is to _____. It is anticipated that this project will begin _____ and will end _____.

III. PRINCIPAL CONTACTS

Principle contacts for each agency for the administration of the project are:

Name
Address
Telephone
Email
FAX

Principle fiscal contacts for each agency of the project are:

Name
Address
Telephone
Email
FAX

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation.
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

Describe how it will be handled and who will have the responsibility.

VI. REIMBURSEMENT

Describe reimbursement and billing procedures.

VII. FINANCIAL PLAN

List which agency is reimbursing the other and detail items to be reimbursed. Include:

Salaries

Travel

Supplies

Equipment Use

Indirect Cost

Project Total

Project code to be charged _____. Reimbursement shall be made only for actual expenses incurred. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

Agency Representative

Date

Agency

Agency Representative

Date

Agency

*Request made by non-Federal parties to the Forest Service under the authority of the Granger-Thye Act shall include the following provisions:

The cooperator hereby agrees to defend and hold harmless the USDA Forest Service its representative or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.